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Jefferson County Clerk's Office

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**INST # 2019024345**

**BATCH # 166571**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 02-01-2019 9 01:24:24 PM

LODGED BY: FROST BROWN TODD

RECORDED: 02-01-2019 01:24:24 PM

BOBBIE HOLSCRAW

CLERK

BY: KAREN MESSICK

INDEXING CLERK

**BK: D 11340**

**PG: 544-546**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
STONE LAKES – SECTION 10  
PLAT AND SUBDIVISION BOOK 55, PAGES 73 AND 74  
JEFFERSON COUNTY, KENTUCKY**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE LAKES – SECTION 10 (this “Amendment”)** is entered into and effective as of the   7   day of February, 2019, by A/S PROPERTIES #2, a Kentucky general partnership (“Developer”).

**RECITALS:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Stone Lakes Subdivision, Section 10, dated July 28, 2016, of record in Deed Book 10676, Page 429, in the Office of the Clerk of Jefferson County, Kentucky (the “Declaration”), Developer imposed certain covenants, conditions and restrictions on the real property situated in Jefferson County, Kentucky, more fully described therein and more commonly known as “Stone Lakes – Section 10” (the “Property”).

**B.** Pursuant to Section 3 of Article V of the Declaration, Developer as the owner of more than seventy-five percent (75%) of the lots subject to the Declaration has the right to amend the Declaration.

**NOW, THEREFORE,** in accordance with the forgoing recitals, which are incorporated herein by this reference, Developer amends the Declaration as follows:

1. **Defined Terms.** Defined terms used herein shall have the same meanings as set forth in the Declaration unless otherwise provided herein.

2. **Amendment.** Section 4 of Article IV of the Declaration is deleted in its entirety and the following is substituted in place thereof:

**Section 4. Annual Assessment.** The annual per lot assessment hereunder shall be determined by the Association’s Board of Directors and shall be payable in advance the first day of January of each year. The Association’s Board of Directors may from time to time increase or decrease the assessment. Payment of the assessment shall begin as to any lot subject to the assessment on the earlier to occur of (i) the first day of the month next following the date on which the residence constructed on the lot is first occupied or (ii) three (3) years following the date on which title to the lot has been conveyed by Developer to either a home builder or lot owner. The first annual assessment for a lot shall be prorated based on the number of months remaining in the assessment year.

3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Kentucky.

4. **Full Force and Effect.** Except as herein modified and amended, the terms and conditions of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect. As to any inconsistencies between the terms and conditions of this Amendment and the terms and conditions of the Declaration, the terms and conditions of this Amendment shall govern and prevail. In all other respects the Declaration is hereby ratified and affirmed.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the date first written above but actually on the date set forth below.

“Developer”

A/S PROPERTIES #2,  
a Kentucky general partnership

By: ATS PROPERTIES LLC,  
a Kentucky limited liability company,  
General Partner

By A. Thomas Sturgeon  
A. Thomas Sturgeon, Jr.,  
Sole Member and Manager

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 1 day of February, 2019, by A. Thomas Sturgeon, Jr., the sole member and manager of ATS Properties LLC, a Kentucky limited liability company, as general partner of A/S Properties #2, a Kentucky general partnership, for and on behalf of the partnership.

Diane Roberts  
Notary Public

My Commission Expires: March 29, 2021

This instrument prepared by:  
Timothy W. Martin  
Frost Brown Todd LLC  
400 West Market Street, Suite 3200  
Louisville, Kentucky 40202

Timothy W Martin

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